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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

GREATER NAPA FAIR HOUSING  
CENTER, a California Not for Profit  
Corporation, doing business as  
FAIR HOUSING NAPA VALLEY, et al.

Plaintiffs,

vs.

HARVEST REDWOOD  
RETIREMENT RESIDENCE, L.L.C.,  
doing business as Redwood  
Retirement Residence; et al.

Defendants.

Case No. C 07-3652 MEJ

DECLARATIONS OF CELESTIA  
AMBERSTONE, LIZA CRISTOL-  
DEMAN, NANCY NORTHERN, SALVE  
PENALES, THOMAS W. THORNTON,  
PRISCILLA VALENCIA, MAE LOUISE  
WHITAKER, AND KATHRYN J.  
WINTER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ISSUANCE OF PRELIMINARY  
INJUNCTION; EXHIBITS

Attached hereto are the following declarations and exhibits filed in support of  
plaintiffs' motion for issuance of preliminary injunction:

Celestia Amberstone, Exhibits 1-3;  
Liza Cristol-Deman, Exhibit 4-5;  
Nancy Northern, Exhibit 6;  
Salve Penales;  
Thomas W. Thornton; Exhibits 7-11;  
Priscilla Valencia;  
Mae Louise Whitaker, Exhibit 12; and,

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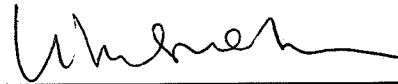
DECLARATIONS IN SUPPORT OF PLAINTIFFS' MOTION FOR ISSUANCE OF PRELIMINARY  
INJUNCTION; EXHIBITS – CASE NO. C 07-3652 MEJ

1 Kathryn J. Winter.

2 Dated: August 2, 2007.

3  
4 Respectfully submitted,

5 BRANCART & BRANCART

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8 Liza Cristol-Deman  
9 Attorneys for Plaintiffs

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**DECLARATION OF CELESTIA AMBERSTONE**

I, Celestia Amberstone, declare as follows:

1. I have personal knowledge of the matters set forth herein and, if called to testify, could and would testify competently to them. This declaration is filed in support of plaintiffs' motion for issuance of a preliminary injunction.

2. I am the daughter of Bill Nye. My father was a resident of Redwood Retirement Residence from October 2001 until April 2007. He resided alone in apartment 303.

3. My father signed a rental agreement for apartment 303 on or about August 21, 2001. The rental agreement included an addendum that required my father to pay a one-time, non-refundable "signing fee" of \$725.00. He paid this fee at or about the time he paid the security deposit. This so-called "signing fee" was not refunded when my father moved out. A true and correct copy of his rental agreement is attached hereto as exhibit 1.

4. When my father first moved into Redwood Retirement Residence ("Redwood"), he was 87 years old. He had a heart condition. He also had poor hearing and vision. He used a walker. He was diagnosed with dementia while he lived at Redwood. When he moved in, he thought he would be able to live at Redwood for the rest of his life.

5. I hired private home health care aides to help my father with his daily needs. They helped him with his medication, bathing, dressing, and eating. As my father became more disabled and needed more help, we increased the hours of the home health care aides.

6. In early 2007, I received approximately three phone calls from the resident managers at Redwood Retirement Residence, Denise and David Hall, about my father. In one call, Ms. Hall complained to me that my father thought it was meal time even though he had already eaten. In another call, Ms. Hall informed me that my father had accidentally urinated on the floor in the bathroom in the lobby. Ms. Hall also complained that my father cut himself shaving and was bleeding at the dining room table. I

1 responded that I would speak to my father's home health care aides to ensure that he is  
2 receiving the care he requires and does not pose a problem for any other residents or  
3 the managers.

4 7. Although I appreciated Ms. Hall's calls about my father's welfare, I was  
5 unaware that any of these problems – failure to keep track of meal time, a bathroom  
6 accident, and a shaving cut – would constitute breaches of the rental agreement.

7 8. Ms. Hall also called to tell me that my father had left the building by  
8 himself one evening in a disoriented state. I was very concerned about this incident. I  
9 assured Ms. Hall that I would work with his care givers to take precautions to prevent  
10 this from happening again. I immediately contacted the care givers. To my knowledge,  
11 my father never ventured outside again alone.

12 9. In early April 2007, I received another call from Ms. Hall. She asked me to  
13 come to the office of the Redwood Retirement Residence to discuss my father. I  
14 agreed to come.

15 10. On or about April 5, 2007, I came to the Redwood Retirement Residence  
16 office. David and Denise Hall were there. They handed me a packet of documents.  
17 The first document was a letter on Redwood Retirement Residence stationary  
18 addressed to my father. The letter asked my father to move out no later than May 6,  
19 2007. The letter stated, "we believe that the time has come whereby we can no longer  
20 meet your needs." A true and correct copy of the letter I received is attached hereto as  
21 exhibit 2.

22 11. The next document in the packet I received was a 30-day notice to  
23 terminate tenancy, also on Redwood Retirement Residence stationary. The 30-day  
24 notice was addressed to my father. A true and correct copy of the 30-day notice I  
25 received is attached hereto as exhibit 3.

26 12. The next document in the packet was entitled "Bill Nye Incident Notes  
27 Summary." This document listed seven incidents or other grievances involving my  
28 father. The final sentence of the Incident Notes Summary states, "It is for these reasons

1 reasons and many others that Redwood management feels that Bill is no longer defined  
2 as independent living eligible."

3 13. I disagreed with Redwood's decision that my father needed to move out of  
4 Redwood. I believe that the health care aides were meeting my father's needs, and  
5 that he did not pose a danger or threat to himself or others at Redwood. Nevertheless,  
6 I felt we had no choice but to move him out.

7 14. My sister and I immediately began to search for another residence for our  
8 father. We looked at several different residences around the City of Napa. We chose  
9 an assisted living residence and moved our father out of Redwood on April 26, 2007.

10 15. The move from Redwood was difficult for my father. He did not want to  
11 leave his familiar apartment and trusted care givers at Redwood. The move was also  
12 financially costly, since the assisted living residence was more expensive.

13 16. On May 23, 2007, less than one month after he moved from Redwood  
14 Retirement Residence, my father passed away.

15 I declare under penalty of perjury that the foregoing is true and correct under the  
16 laws of the State of California and the United States of America.

17 Executed on 25 July, 2007, at South Rosa, California.

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19 Celestia Amberstone  
20 Celestia Amberstone  
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RETIREMENT RESIDENCE, L.L.C.,  
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Retirement Residence; et al.

Defendants.

Case No. C 07-3652 MEJ

DECLARATION OF LIZA CRISTOL-  
DEMAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ISSUANCE OF PRELIMINARY  
INJUNCTION

I, Liza Cristol-Deman, do hereby declare:

1. I am an attorney licensed to practice in California and in this district. I am the attorney of record for plaintiffs in this matter. This declaration is filed in support of plaintiffs' motion for issuance of preliminary injunction.

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DECLARATION OF LIZA CRISTOL-DEMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR  
ISSUANCE OF PRELIMINARY INJUNCTION

4. Attached hereto as Exhibit 5 is a copy of *Niederhauser v. Independence Square Housing*, 4 Fair Housing - Fair Lending (Aspen Law & Bus.) ¶16,305.2-.6 (N.D. Cal. 1998).

Executed this 1<sup>st</sup> day of August, 2007 at Loma Mar, California.

  
Liza Cristol-Deman

**DECLARATION OF NANCY NORTHERN**

I, Nancy Northern, declare as follows:

1. I have personal knowledge of the matters set forth herein and, if called to testify, could and would testify competently to them. This declaration is filed in support of plaintiffs' motion for issuance of a preliminary injunction.

2. I am a plaintiff in this matter. I also have been appointed to serve as the guardian ad litem for my mother, Eva Northern. She is a named plaintiff and proposed class representative in this matter.

3. My mother will be 87 years old on July 11, 2007. Until late 2000, my mother was living with her sister in a home in Napa. When her sister died, we decided that it was best to find a new home for her so that she did not live alone.

4. In or about December 2000, my mother and I visited Redwood Retirement Residence to look into renting an apartment for her. The resident managers showed us several different apartments. We decided to rent an apartment at Redwood with two bedrooms and one bathroom. I mentioned that we chose the two-bedroom apartment because there was enough room for many of her possessions from her home, and because we might need extra room for a live-in caregiver as my mother aged. The resident managers stated that they did not provide any health care services but that we could hire a home health care aide. My mother and I expected that she would live at the Redwood Retirement Residence for the rest of her life, and neither of us wanted to have to move her ever again at this stage of her life.

5. In or about January 2001, my mother signed a rental agreement for apartment 112 at the Redwood Retirement Residence. She moved into apartment 112 on or about March 1, 2001. The apartment had two bedrooms, one bathroom, and a small kitchenette with a mini refrigerator and sink. The monthly rent included three meals a day, light housekeeping, social programs for the residents, and a variety of other amenities.

6. At the time that my mother moved into Redwood Retirement Residence, she had several disabilities, including diabetes. She also had complications from a



1 previous stroke, including communication and perception impairments. In or about late  
2 2005, she began to show symptoms of dementia.

3 7. Soon after my mother moved in to Redwood Retirement Residence, we  
4 hired home health care aides from Priscilla ~~Valencia~~ Valencia's agency to assist my mother with  
5 daily activities such as taking medications and getting dressed. A home health care  
6 aide assisted my mother for several hours each day throughout her tenancy at  
7 Redwood. We paid the home health care aides directly for their services.

8 8. Because my mother has difficulty communicating with others as a result of  
9 the stroke, she does not like to eat meals in the communal dining room. For most  
10 meals, her home health care aide went to the Redwood kitchen at meal times to pick up  
11 meal trays for my mother to eat in her apartment.

12 9. In or about September 2006, I received a phone call from one of the home  
13 health care aides. The aide stated that Redwood had a new policy that would not  
14 permit her to bring meals to the apartment every day. Shortly thereafter, my mother  
15 received a notice from Redwood entitled "Redwood Meal Tray Policy." A true and  
16 correct copy of the notice is attached hereto as exhibit 6.

17 10. I called the resident managers of Redwood to discuss the new meal tray  
18 policies. I informed them that my mother wanted to continue to have her home health  
19 care aide pick up meal trays from the kitchen and bring them to her room. The  
20 managers agreed that this arrangement could continue for some unspecified period of  
21 time.

22 11. On or about December 31, 2006, a home health care aide called me and  
23 stated that Redwood had prohibited her from picking up any additional meals for my  
24 mother. She stated that Redwood had refused her breakfast tray, but that she had  
25 taken some fruit from a holiday gift basket so that my mother could eat and her blood  
26 sugar would not become dangerously low.

27 12. I was shocked and outraged that Redwood would deprive my mother of  
28 food, especially since her meals are included in the rent and she is diabetic. I drove to

1 Redwood right away to look into this serious problem. I met with the managers and  
2 explained to them that it was uncomfortable for my mother to eat in the dining room  
3 because of her communication impairments. I reminded them that my mother had  
4 eaten her meals in her room since she moved in without any problems. The managers  
5 agreed to permit the home health care aides to pick up additional food trays for a fee of  
6 \$5.00 per tray. I reluctantly agreed to pay the charges because the managers told me  
7 that my mother's meal trays would be discontinued if we did not agree to pay. I  
8 reiterated to the resident managers that I disagreed with the meal tray policy. The  
9 resident managers stated that implementing the meal tray policy was not their decision.

10 13. On or about January 3, 2007, I received a phone call from Tom Ahrens,  
11 who identified himself as a regional manager for Holiday. Mr. Ahrens stated that  
12 Redwood is an "independent living facility," and that people who cannot eat their meals  
13 in the dining room "do not belong at Redwood," or words to that effect. Mr. Ahrens  
14 stated that Redwood was "not intended" for people who could not make it to the dining  
15 room. I told Mr. Ahrens that she had never before been told that Redwood was limited  
16 to people who could use the dining room, and that I had helped my mother move into  
17 Redwood with the expectation that she could live there until she died even if she had  
18 disabilities that prevented her from going to the dining room. I pointed out that meal  
19 trays imposed no additional burden or cost on Redwood, since the privately-paid, home  
20 health care aide picked up the meal trays, brought them to my mother, and returned  
21 them to the kitchen after she was finished. I also pointed out that my mother is diabetic,  
22 and that it was inhumane to deny her food. Mr. Ahrens stated that he would permit her  
23 to continue to receive meal trays in her room free of extra charges until January 8,  
24 2007, but no longer. I reminded him that meals were included in the rent, and that I  
25 believed that my mother should be reimbursed if Redwood refused to provide meals.  
26 Mr. Ahrens denied that she would be reimbursed for any such meals.

27 14. I was shocked and upset by this phone call with Mr. Ahrens. I did not  
28 think it was proper to charge my mother for meals that were included in the rent, but I

1 did not want my mother to starve. So I purchased a small freezer and placed it in her  
2 apartment. I cooked or purchased food to be frozen and then reheated for meals. I  
3 purchased pre-made meals to be refrigerated and served to my mother by the home  
4 health care aides. For two and a half months, I made extra trips to Redwood – at least  
5 two trips per week – to purchase and deliver special food for my mother.

6 15. Around the same time that the meal tray policy changed, the home health  
7 care aides told me that the managers of Redwood had asked a number of residents to  
8 move out because they required assistance and could not live independently. I  
9 immediately began to worry that my mother would be asked to move out. I knew that if  
10 she received a 30-day notice, as other residents had been receiving, we would not have  
11 enough time to find another residence for her. As a result of all of the changes at  
12 Redwood – the new meal tray policy, 30-day eviction notices for those who could not  
13 live without help, and Mr. Ahrens' comments indicating that people with disabilities were  
14 not welcome at Redwood – I began to look for another residence for my mother. I felt  
15 we had no alternative but to move out. My mother vehemently opposed moving and  
16 became very depressed and anxious. Around this time, she was prescribed medication  
17 for depression and anxiety.

18 16. I looked at several different senior housing facilities over the ensuing  
19 couple of months. In or about early March 2007, I made arrangements to move my  
20 mother to Aegis, an assisted living facility located approximately one block away from  
21 Redwood. We scheduled her move for the third week in March. The monthly cost of  
22 Aegis far exceeded the cost of Redwood, even when the cost of the private, in-home  
23 health care aide at Redwood is included.

24 17. In mid-March, while she still lived at Redwood, my mother accidentally left  
25 the bathtub faucet on. The tub overflowed and flooded my mother's apartment and part  
26 of the hall outside her apartment. I received a very angry call from David Hall, the  
27 manager of Redwood. He implied that she would have to move out as soon as  
28 possible, even though I agreed to pay to replace the damaged linoleum, carpet and

padding

18. As a result of the hostility from the manager over this incident, we decided to move my mother to Aegis a week earlier than planned. She moved out of Redwood to Aegis on or about March 15, 2007 in spite of her own vehement protests. She cried and did not want to get into the car to go to Aegis. She was very upset when we arrived at Aegis and initially refused to get out of the car.

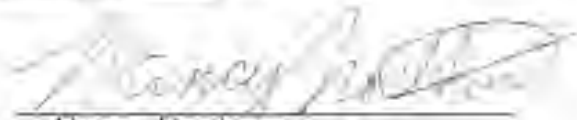
19. After she moved to Aegis, my mother's mental condition rapidly declined. Previously, she had many days when she was mentally lucid and clear, and an occasional day when she seemed more confused and disoriented. After the move, confusion and disorientation became her new norm. She continued to cry frequently about her move from Redwood.

20. Around the first of June, 2007, she developed an infection and needed to be hospitalized. Her depression worsened while she was in the hospital and she expressed a desire to end her life. After two weeks in the hospital, she was not well enough to move back to Aegis. I had to move her to a board and care home where she now resides.

21. I believe that the stress of the situation at Redwood and her move from Redwood hastened my mother's mental and physical decline.

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California and the United States of America.

Executed on July 27, 2007 at El Sobrante, California

  
Nancy Northern



**DECLARATION OF SALVE PENALES**

I, Salve ("Sally") Penales, declare as follows:

1. I have personal knowledge of the matters set forth herein and, if called to testify, could and would testify competently to them.

2. I work with Priscilla Valencia as a care giver serving residents of Redwood Retirement ("Redwood"). I am a certified nursing assistant. I have served residents at Redwood since 2004.

3. In July 2006 resident managers Susan and John Cole left Redwood. After they left, I saw several other persons acting as managers. They said they were from Redwood's corporate office. I met about three sets of acting managers at Redwood between July and October 2006.

4. In October 2006, David and Denise Hall arrived at Redwood to take over as resident managers. After David and Denise arrived, some policies at Redwood changed. David and Denise began to describe Redwood as an "independent living" facility.

5. After David and Denise changed the policy, many Redwood residents began to express fears about being evicted for being "too disabled." One of the residents I care for, Dorman Mitchell, had me read his eviction notice when I visited him in his apartment. Mr. Mitchell uses a walker. Another resident who talked to me and was worried about eviction was Maxine Kaufman. Ms. Kaufman is in a wheelchair.

7. After David and Denise arrived, some residents were told they could no longer use the dining hall. I heard that after Marion Jacks choked and threw up in the dining room she was told by the management that she would need to go to "assisted living," and that she could no longer use the dining hall. Charles Bryden was also told he could not eat in the dining hall after throwing up there.

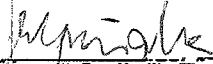
6. The other care givers and I started bringing trays of food from the kitchen to the residents who were no longer allowed to eat in the dining hall. The first time the

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1 care givers had to pay \$5 cash to get trays from the kitchen even though the trays are  
2 taken to the resident's rooms, rinsed and returned by me or the other care givers.

3 I declare under penalty of perjury that the foregoing is true and correct under the  
4 laws of the State of California and the United States of America.

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6 Executed on July 26, 2007, at Napa, California.

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10 Salve ("Sally") Penales  
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1                                    **DECLARATION OF THOMAS W. THORNTON**

2            I, Thomas W. Thornton, declare as follows:

3            1.        I have personal knowledge of the matters set forth herein and, if called to  
4        testify, could and would testify competently to them. This declaration is filed in support  
5        of plaintiffs' motion for issuance of a preliminary injunction.

6            2.        I am the son of Bernice Thornton. My mother was a resident of Redwood  
7        Retirement Residence ["Redwood"] from April 2004 until July 15, 2007. She resided  
8        alone in apartment 101.

9            3.        In or about early 2004, my mother and I visited Redwood to look into  
10        renting an apartment for her. She liked Redwood and decided she wanted to rent a  
11        two-bedroom apartment with a patio where she could enjoy a garden. There were no  
12        two-bedroom apartments available at that time, so she was placed on the waiting list. I  
13        asked for, and the managers of Redwood provided, the name and telephone number of  
14        the private home health care aides who assisted many Redwood residents.

15           4.        In or about March 2004, the managers of Redwood notified us that my  
16        mother's name was next on the waiting list for an available two-bedroom apartment.  
17        On or about April 1, 2004, my mother signed a rental agreement for apartment 101 and  
18        moved into the Redwood Retirement Residence. Apartment 101 has two bedrooms,  
19        one bathroom, and a small kitchenette with a mini refrigerator and sink. We replaced  
20        the carpet in Apartment 101 when she moved in, at our own expense. The monthly  
21        rent was originally \$2,495.00. The rent includes three meals a day, light housekeeping,  
22        social programs for the residents, and a variety of other amenities. My mother resided  
23        in Redwood in Apartment 101 until July 15, 2007.

24           5.        The rental agreement my mother signed requires payment of a "signing  
25        fee" in the amount of \$1,247.50, and a security deposit in the amount of \$1,247.50.  
26        The "signing fee" is described in an addendum to the rental agreement as a "one-time  
27        fee [that] is non-refundable" unless the tenant moves out in 90 days or less. If the  
28        tenant stays at Redwood 91 days or longer, the "signing fee" is non-refundable. My

1 mother paid both the security deposit and non-refundable "signing fee" to Redwood on  
2 or about April 1, 2004.

3 6. In 2004, my mother was diagnosed with Alzheimer's Disease. She has  
4 difficulty communicating and remembering. Her motor skills are also impaired. I assist  
5 my mother with her financial affairs, medical issues, housing, and a wide variety of  
6 other matters. In or about November 2006, my mother and I entered into an agreement  
7 giving me power of attorney.

8 7. In or about early 2005, we hired a home health care aide to assist my  
9 mother with daily activities such as taking medications, bathing, eating, and getting  
10 dressed. In 2006, it became difficult for my mother to eat in the communal dining room.  
11 Her motor skills had deteriorated, and eating without assistance was messy. Redwood  
12 rules prohibit care givers from sitting at the dining room tables to assist residents at  
13 meals. As a result, her home health care aide started picking up meal trays from the  
14 Redwood kitchen and helping my mother eat in her apartment. The home health care  
15 aide then returns the tray and dishes to the kitchen. While she lived at Redwood, a  
16 home health care aide stayed with my mother 24 hours per day, 7 days per week, at  
17 our personal expense, *beginning in or about July 2005.*

18 8. On or about October 29, 2006, I received a letter from Redwood dated  
19 October 28, 2006, stating that my mother had thirty days to move out of Redwood. The  
20 letter stated, in pertinent part, "[t]his decision is entirely based on Bernice's needs and  
21 the health and safety of our facility. As you know, the Redwood is an independent living  
22 community for seniors able to maintain an active lifestyle." A true and correct copy of  
23 this letter is attached hereto as Exhibit 7. Before receiving this notice, I had not  
24 received any phone calls, letters, notices, emails, or any other communication from  
25 Redwood concerning my mother's condition or problems with her tenancy.

26 9. Shortly after receiving the October 28, 2006 letter, I called one of the  
27 resident managers of Redwood, David Hall. Mr. Hall stated that my mother was being  
28 asked to move out because (1) she is incontinent; and, (2) on one occasion, she left her *momentarily*  
*^*



*I explained to Mr. Hall that the care aides told me that*  
1 apartment half-dressed ~~because~~ *on that one occasion.* she mistakenly opened the door leading to the hall  
2 rather than the bathroom door. I assured Mr. Hall that home health care aides were  
3 assisting my mother, and that my mother posed no threat to herself, others, or  
4 Redwood property. Mr. Hall agreed to rescind the 30-day notice provided in the  
5 October 28, 2006 letter.

6 10. Between November 1, 2006 and late January 2007, I learned from one of  
7 my mother's home health care aides that Redwood's meal tray policy had changed. I  
8 did not receive written notice of the new policy until March 2007, when I received a  
9 letter from Redwood dated March 5, 2007 containing a demand for payment of \$870.00  
10 in meal tray fees. The March 5, 2007 letter stated that the fees were based on a  
11 charge of \$5.00 per meal provided to my mother on a tray for use in her apartment  
12 instead of in the communal dining room. A true and correct copy of the March 5, 2007  
13 letter is attached hereto as Exhibit 8.

14 11. On March 18, 2007, I sent a letter to Redwood manager, David Hall,  
15 protesting the meal tray charges. In this letter and one other letter to Redwood, I  
16 referenced my mother's health condition and Redwood's legal obligation to make  
17 reasonable accommodations to the meal tray policy for residents with disabilities.  
18 Redwood has never responded to my request for reasonable accommodation. True  
19 and correct copies of my letters are attached hereto as Exhibits 9.

20 12. On March 25, 2007, I received a notice from Redwood that my mother's  
21 monthly rent had been increased.

22 13. In or about early April 2007, Mr. Hall called me and requested a meeting  
23 to discuss the meal tray policy. We made arrangements to meet on April 13, 2007. On  
24 or about April 9, 2007, Mr. Hall called me and requested to meet earlier. I agreed to  
25 come to Redwood for a meeting on April 10, 2007.

26 14. On April 10, 2007, I came to Redwood for the meeting with Mr. Hall.  
27 Instead of discussing the meal tray policy, however, Mr. Hall handed me a 30-day  
28 notice to terminate my mother's tenancy. Mr. Hall stated that he had a written report

1 detailing the reasons that the move was in her best interests. He provided me with a  
2 copy of that report, entitled "resident summary." The first two reasons stated on the  
3 resident summary in support of the 30-day notice are: "1. Bernice is incapable of  
4 providing for her own healthcare and personal needs. 2. She is completely dependent  
5 upon others for her care and well-being and requires 24 hour care and supervision."  
6 True and correct copies of the 30-day notice and "resident summary" I received from  
7 Mr. Hall are attached hereto as Exhibit 10.

8 15. Shortly before we received the 30-day notice in April 2007, all  
9 housekeeping services for my mother's room were discontinued, even though those  
10 services are included in the monthly rent. The managers never informed us or my  
11 mother's home health care aide of the reason that housekeeping services were  
12 discontinued.

13 16. After they were served with a letter stating that the 30-day notice was  
14 improper under the California Civil Code, Redwood served a 60-day notice to terminate  
15 my mother's tenancy on or about May 18, 2007. A true and correct copy of that 60-day  
16 notice is attached hereto as Exhibit 11. As a direct result of that notice, my mother  
17 moved out of Redwood on July 15, 2007.

18 ~~17. The monthly rent where my mother now lives is far higher than at~~  
19 ~~Redwood, even if the fees we paid for the home health care aides are included.~~

20 18. ~~My mother~~ <sup>I</sup> ~~did not want to move out of her home at Redwood.~~ <sup>my mother</sup> ~~She had a~~ <sup>nor did she indicate a desire to do so.</sup>  
21 very comfortable apartment and attractive garden on her patio at Redwood. Her trusted  
22 home health care aides provided all the care that she needed.

23 19. My mother's physicians have informed me that people with Alzheimer's  
24 Disease like my mother need stable and familiar living environments and the  
25 opportunities for social interaction that a building like Redwood provides. I fear that her

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1 condition will deteriorate because of the move.

2 I declare under penalty of perjury that the foregoing is true and correct under the  
3 laws of the State of California and the United States of America.

4 Executed on July 30, 2007, at St. Helena, California.

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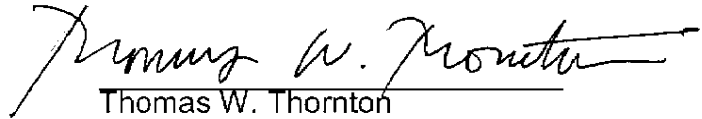
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Thomas W. Thornton

**DECLARATION OF PRISCILLA VALENCIA**

I, Priscilla Valencia, declare as follows:

1. I have personal knowledge of the matters set forth herein and, if called to testify, could and would testify competently to them.

2. I operate an independent home health aide business exclusively serving residents of Redwood Retirement ("Redwood"). I co-operate the business with my partner, Salvo Valez. We serve between 30 and 40 Redwood residents at any given time, and we employ approximately six home health aides who work with clients at Redwood. I have worked with clients at Redwood since 2003. My business requires me to spend a lot of my time at Redwood and, as a result, I have gotten to know many residents and members of Redwood's staff.

3. In July 2006, managers Susan and John Cole left Redwood. After they left, I met several persons acting as managers from Redwood's corporate office. They said that they had come to Redwood to temporarily manage the facility. They stayed between July and October 2006. One of them was a woman named "Irene," who said she was a registered nurse from the corporate office. While Irene was there, Irene interviewed most of our clients, looking for detailed information about their health and medical conditions.

4. In October 2006, David and Denise Hall arrived at Redwood to take over as resident managers. After David and Denise took over, several of my care givers told me that some of our clients with disabilities had heard that they would be asked to leave Redwood. The care givers told me that many Redwood residents began to express fears about being evicted because they were "too disabled."

5. Shortly after David and Denise Hall took over as resident managers, I heard them speaking at a residents' meeting. At that meeting, David told the residents that Redwood was an "independent living" facility.

6. At about the same time (late 2006), Redwood changed the dining policy. Now if a resident gets ill they can get trays of food sent to their rooms for three days free of charge, but after three days they are charged \$5 per tray. For the first day of the

1 new tray rule Redwood staff delivered the trays, after that first day my care givers were  
2 told to take the trays, and Redwood would not deliver them anymore. It is unclear to  
3 me what the fee is based on because it is my staff that takes the trays to our clients in  
4 their apartments, rinses the trays, and returns them to the kitchen.

5 7. I was told by a care giver that Dorman Mitchell was seen crying in the  
6 lobby. I went to see Mr. Mitchell, and asked why he was crying. Mr. Mitchell told me  
7 that he was crying because David Hall told him that Mr. Mitchell had to leave Redwood.  
8 Mr. Mitchell said he was sad because he did not want to leave, and had nowhere to go.  
9 Mr. Mitchell uses a walker.

10 I declare under penalty of perjury that the foregoing is true and correct under the  
11 laws of the State of California and the United States of America.

12 Executed on July 26, 2007, at Napa, California.

13   
14 Priscilla Valencia

**DECLARATION OF MAE LOUISE WHITAKER**

I, Mae Louise Whitaker, declare as follows:

1. I have personal knowledge of the matters set forth herein and, if called to testify, could and would testify competently to them.

2. I am a plaintiff in this matter. I was also appointed to serve as the guardian ad litem for my mother, Ruby Duncan, a named plaintiff and proposed class representative in this matter.

3. On July 9, 2007, I executed a guardian ad litem petition to represent my mother Ruby in this action.

4. On July 11, 2007, my mother Ruby passed away at the age of 100 years. For the last few years of her life she had multiple physical and cognitive disabilities, most of which were the result of old age. She had difficulty walking, severe memory loss, and was experiencing symptoms of dementia.

5. My mother moved into Redwood Retirement Residence (Redwood) in May 1991, after relocating from Riverside, California to be closer to her family. Between May 1991 and May 2002, she lived in apartment 110, a one bedroom, one bathroom unit at Redwood.

6. In June 2002, my mother moved to an assisted living facility in Napa, California, where she lived for approximately one year. At the end of that year, she decided to return to Redwood. In June 2003, my mother signed a new rental agreement for apartment 209 at Redwood. She lived in apartment 209 until she passed away. Apartment 209 is a studio apartment with one bathroom and a small kitchenette. The initial rent for apartment 209 was \$1,695, but it was recently raised to \$1,955. The rent included three meals a day, light housekeeping, social programs for the residents, and a variety of other amenities.

7. When my mother signed her rental agreement at Redwood, the agreement required her to pay a "signing fee" in the amount of \$847.50, and a security deposit in the amount of \$847.50. She paid both of these fees on or about June 5, 2003.

1           8.     My mother used the services of a home health care aide beginning in  
2 approximately June 2003. My mother and I paid the home health care aide directly for  
3 her services. The aide assisted my mother with activities such as taking medication and  
4 ambulating. Frequently, my mother did not feel well enough to dress and leave her  
5 apartment. As a result, the home health care aide went to the kitchen at meal times to  
6 pick up meal trays for my mother so that she could stay in her apartment instead of  
7 going to the communal dining room.

8           9.     In late 2006, on one of my trips to Redwood to visit my mother, I heard  
9 from other tenants that the new managers at Redwood had begun to pressure residents  
10 to move out if they could no longer use the common dining room or did not otherwise fit  
11 the managers' definition of "active, independent" seniors.

12          10.    Around the same time (late 2006), during one of my visits to Redwood, I  
13 discovered a document in my mother's apartment entitled "Redwood Meal Tray Policy."  
14 The document described how Redwood management had begun to assess extra  
15 charges for residents who used the home health aides to bring their meal trays to the  
16 residents' apartments, with very limited exceptions. I became very concerned, since  
17 the limited exceptions described in the policy – short term illness such as the flu, or  
18 short term recuperation from injury or illness with full expected recovery – did not apply  
19 to my mother, who has permanent disabilities. A true and correct copy of the letter  
20 entitled "Redwood Meal Tray Policy" is attached hereto as exhibit ~~4~~ 12.

21          11.    In December 2006, I contacted the new managers at Redwood and asked  
22 about the meal trays. At that time, Denise Hall, one of the new managers, told me that  
23 my mother would have to move out if she continued to be unable to take meals in the  
24 dining room. I pointed out to them that in-home meal trays did not pose any extra  
25 burden or expense for Redwood, since my mother's home health aide picks up and  
26 returns the trays and dishes to the kitchen. I also asked for reimbursement for the  
27 meals my mother was not able to eat as a result of this policy.

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**DECLARATION OF KATHRYN J. WINTER**

I, Kathryn J. Winter, declare as follows:

1. I have personal knowledge of the matters set forth herein and, if called to testify, could and would testify competently to them. This declaration is filed in support of plaintiffs' motion for issuance of a preliminary injunction.

2. I am the Executive Director of Greater Napa Valley Fair Housing Center, doing business as Fair Housing Napa Valley.

3. Plaintiff Greater Napa Valley Fair Housing Center, doing business as Fair Housing Napa Valley ["FHNV"], is a non-profit agency with a mission to promote the eradication of housing discrimination throughout Napa County. We provide counseling, investigation, and educational services regarding fair housing to residents and housing providers. FHNV has one part-time and four full-time staff members. We are a small non-profit with a limited budget.

4. FHNV receives an average of seven complaints concerning possible violations of fair housing laws every month. For every fair housing complaint we receive, our staff members generally: (1) conduct an intake interview with the complainant; (2) conduct an investigation to determine whether there is evidence to support the allegation, including fair housing testing, witness interviews, and document review if necessary; (3) counsel the complainant about the results of the investigation, his or her fair housing rights, and available legal remedies; (4) refer the case to an administrative agency or attorney for enforcement action, if appropriate. In many cases, staff members conduct meetings with residents, correspond with housing providers, and take other actions to assist the complainant. All of these activities are time-consuming.

5. In addition to responding to individual complaints, FHNV also conducts training sessions and educational campaigns in the community to teach residents and housing providers about the fair housing laws. These educational efforts include writing, publishing, and distributing brochures and handbooks; conducting training sessions for housing providers such as landlords and resident managers; teaching

1 social service agency staff members how to identify and respond to fair housing issues;  
2 and, translating current educational literature into Spanish. All of these activities are  
3 critical to FHNV's mission of eradicating housing discrimination in Napa Valley. All  
4 require a significant expenditure of money and staff time.

5 6. Case-related intake and investigation take priority over general  
6 educational campaigns. Consequently, the number of complaints received is inversely  
7 proportional to the time and money that can be expended on community education. If  
8 staff members receive a large number of complaints, they have less time and fewer  
9 resources for planning and executing educational campaigns.

10 7. FHNV suffered damages when Redwood Retirement Residence  
11 committed discriminatory housing practices against people with disabilities. As a direct  
12 result of those practices, plaintiffs Nancy Northern and Louise Whitaker both lodged  
13 complaints with FHNV. At least six other residents of Redwood or their next of kin have  
14 made similar complaints to FHNV between October 2006 and the present, and we have  
15 been informed that many other residents have been adversely affected by Redwood's  
16 discriminatory policies.

17 8. Our staff conducted intake interviews with each of the complainants from  
18 Redwood. FHNV then conducted an investigation that included witness interviews and  
19 document review. FHNV spent time counseling the complainants about their rights and  
20 referring the complainants to counsel if they so chose. FHNV has also prepared an  
21 educational flyer for Redwood residents and distributed that flyer door-to-door in June  
22 2007. Because our staff and resources were engaged in activities to address  
23 Redwood's discriminatory housing practices, we had less time and fewer resources to  
24 devote to other programs.

25 9. Our mission of eradicating housing discrimination has been frustrated by  
26 Redwood's practices that discriminate against people with disabilities. In order to  
27 counteract the effects of those discriminatory practices, we have devised a plan to  
28 educate community members regarding the fair housing laws, focusing on people with

1 disabilities and seniors. We also anticipate conducting training sessions for Redwood  
2 management and staff and taking other steps in order to prevent future fair housing  
3 violations. These activities will require additional financial resources and staff time.

4 I declare under penalty of perjury that the foregoing is true and correct under the  
5 laws of the State of California and the United States of America.

6 Executed on July 26, 2007, at Napa, California.  
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8 Kathryn J. Winter  
9 Kathryn J. Winter  
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